

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.¹
AND
Knology**

The Interconnection Agreement dated December 17, 2004 by and between BellSouth Telecommunications, Inc. ("BellSouth") and Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of South Carolina, Inc. and Knology of Tennessee, Inc. ("Knology") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, South Carolina and Tennessee is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 16, 2007 until December 16, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Knology, by BellSouth pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and (ii) Knology acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Alabama, Florida, Georgia, Kentucky, South Carolina, and Tennessee Public Service Commissions and shall become effective "on the date of the last signature executing the Amendment"

Version: 04/23/07

¹ BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee as AT&T Alabama OR AT&T Florida OR AT&T Georgia OR AT&T Kentucky OR AT&T South Carolina OR AT&T Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.¹

Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of South Carolina, Inc. and Knology of Tennessee, Inc.

By: Kristen E. Shore

By: [Signature]

Name: Kristen Shore

Name: CHAD S. WACHTER

Title: Director

Title: VICE PRESIDENT

Date: 5/31/07

Date: 5/10/07

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